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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

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HDI GLOBAL INSURANCE COMPANY, : Docket No. 16 cv _____ ()

Plaintiff, :

- *Against* - :

TUCKER COMPANY WORLDWIDE, INC., :
WATKINS ASSOCIATED INDUSTRIES, INC., :
SUNCO TRUCKING, LLC, and WATKINS :
REFRIGERATED LLC, :

Defendants. :

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COMPLAINT

The Plaintiff, HDI Global Insurance Company, by and through its attorneys Hill Rivkins LLP, as and for its complaint against the above-named defendants, alleges upon information and belief as follows:

PARTIES

1. At and during all times hereinafter mentioned, Plaintiff, HDI Global Insurance Company, was and now is a corporation organized and existing by virtue of Illinois law with an office and principal place of business at 161 North Clark Street, Chicago, Illinois 60601, and was cargo insurer of the subject shipment. Pursuant to a policy of insurance, HDI Global paid its insured,

Bayer Healthcare LLC, for the loss of and damage to the subject shipment and has become subrogated to its insured's rights, however, those rights may appear.

2. At and during all times hereinafter mentioned, Defendant Tucker Company Worldwide, Inc. ("Tucker") was and now is a corporation organized and existing under New Jersey law with an office and principal place of business at 56 North Haddon Avenue, Suite 200, Haddonfield, New Jersey 08033 and was and now is a broker, forwarder and/or an interstate motor carrier of goods for hire operating in, about and through this district.

3. At and during all times hereinafter mentioned, Defendant Watkins Associated Industries, Inc., and upon information and belief, doing business as Watkins Refrigerated, was and now is a corporation organized and existing under Florida law with an office and principal place of business at 1120 Griffin Road, Lakeland, Florida 33805 and was and now is an interstate motor carrier of goods for hire operating in, about and through this district.

4. At and during all times hereinafter mentioned, Defendant Sunco Trucking, LLC, and upon information and belief, doing business as Watkins Refrigerated, was and now is a corporation organized and existing under Delaware law with an office and principal place of business at 1120 Griffin Road, Lakeland, Florida 33805 and was and now is an interstate motor carrier of goods for hire operating in, about and through this district.

5. At and during all times hereinafter mentioned, Defendant Watkins Refrigerated LLC, and upon information and belief, doing business as Watkins Refrigerated, was and now is a corporation organized and existing under Florida law with an office and principal place of business at 1120 Griffin Road, Lakeland, Florida 33805 and was and now is an interstate motor carrier of goods for hire operating in, about and through this district.

6. Hereinafter, defendants Watkins Associated Industries, Inc., Sunco Trucking, LLC and Watkins Refrigerated LLC, are collectively referred to as "Watkins Refrigerated."

JURISDICTION

7. This court has subject matter jurisdiction based upon 28 U.S.C. §1337 in that this claim arises under the Carmack Amendment, 49 U.S.C. §14706, and the amount on controversy exceeds \$10,000 per bill of lading. In the alternative, this Court also has subject matter jurisdiction in that plaintiff and defendants are citizens of different states and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

AS AND FOR A FIRST CAUSE OF ACTION
(Against Tucker Worldwide)

8. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1-7 as if set forth herein at length.

9. Tucker entered into a Master Services Agreement with Bayer Healthcare LLC under which Tucker, inter alia, assumed liability for any loss, damage or injury to the commodities shipped by Bayer Healthcare LLC in accordance with the standards imposed in common carriage specified in 49 U.S.C. §14706.

10. In or about August, 2014, pursuant to the Master Services Agreement, there was tendered and/or delivered to defendant Tucker in good order and condition a shipment of Aleve GelCaps BTF suitable in every respect for the subject transportation which Tucker received, accepted and agreed to transport from High Point, North Carolina to Myerstown, Pennsylvania for certain consideration.

11. Defendant Tucker failed to re-deliver the subject shipment in the same good order and

condition as when it was received in that, *inter alia*, a hole in the roof of the trailer used to transport the Cargo caused water to enter the trailer and damage the Cargo.

12. By reasons of the premises, defendant Tucker breached and violated its duties and obligations under the Master Services Agreement and was otherwise at fault.

13. Plaintiff was the shipper, owner, consignee and/or insurer of the subject shipment and brings this action on its own behalf and on behalf of all parties who are or may become interested in the subject shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

14. Plaintiff has performed all duties and obligations on its part to be performed.

15. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$110,995.81 plus interest, costs and attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION
(Against Watkins Refrigerated)

16. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1-15 as if set forth herein at length.

17. In or about August, 2014, there was delivered to Watkins Refrigerated in good order and condition a shipment of Aleve GelCaps BTF suitable in every respect for the subject transportation which Watkins Refrigerated received, accepted and agreed to transport from High Point, North Carolina to Myerstown, Pennsylvania for certain consideration.

18. Defendant Watkins Refrigerated failed to re-deliver the subject shipment in the same good order and condition as when it was received in that, *inter alia*, a hole in the roof of the trailer

used to transport the Cargo caused water to enter the trailer and damage the Cargo.

19. By reasons of the premises, defendant Watkins Refrigerated breached and violated its duties and obligations as a common carrier and bailee of the cargo, was negligent and careless in its handling of the subject shipment and was otherwise at fault.

20. Plaintiff was the shipper, owner, consignee and/or insurer of the subject shipment and brings this action on its own behalf and on behalf of all parties who are or may become interested in the subject shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

21. Plaintiff has performed all duties and obligations on its part to be performed.

22. By reason of the premises, Plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the total amount of \$110,995.81 plus interest, costs and attorneys' fees.

W H E R E F O R E , Plaintiff prays:

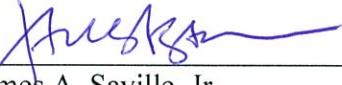
1. That process in due form of law according to the practice of this Court may issue against the Defendants.
2. That a decree may be entered in favor of Plaintiff against Defendant Tucker on the First Cause of Action in the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.
3. That a decree may be entered in favor of Plaintiff against Defendant Watkins Associated Industries, Inc. on the Second Cause of Action in the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.
4. That a decree may be entered in favor of Plaintiff against Defendant Sunco Trucking,

LLC on the Second Cause of Action in the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.

5. That a decree may be entered in favor of Plaintiff against Defendant Watkins Refrigerated LLC on the Second Cause of Action in the amount of Plaintiff's damages, together with pre-judgment interest, costs and attorneys' fees.
6. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: South Amboy, New Jersey
January 30, 2017

HILL RIVKINS & HAYDEN LLP
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By: 
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